

4538

BILL NO. S-79-07- 12

SPECIAL ORDINANCE NO. S- 120-79

AN ORDINANCE approving a contract for Sidewalk Improvement Resolution No. 5829-79, between the City of Fort Wayne, Indiana and Hipskind Concrete Corporation, Contractor for Oxford Neighborhood Phase IV and LaRez Neighborhood Phase II.

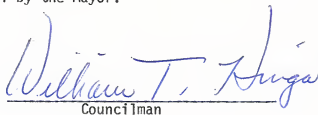
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated June 20, 1979, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Hipskind Concrete Corporation, Contractor, for:

improving the curb, sidewalk and drainage structures for Oxford Neighborhood Phase IV and LaRez Neighborhood Phase II,

under Board of Public Works Sidewalk Improvement Resolution No. 5829-79, at a total cost of \$115,227.70, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO  
FORM & LEGALITY

  
William N. Salin, City Attorney

Read the first time in full and on motion by \_\_\_\_\_, seconded by \_\_\_\_\_

Other, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 7-10-79

Charles W. Whitman  
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by V. Schmidt, and duly adopted, placed on its passage.  
PASSED (lost) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 7-24-79

Charles W. Whitman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE  
(RESOLUTION) No. 2-120-79 on the 24th day of July, 1977.  
ATTEST: (SEAL)

Charles W. Whitman  
CITY CLERK

Winfield C. Morris Jr.  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of July, 1977, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Whitman  
CITY CLERK

Approved and signed by me this 31st day of July, 1979  
at the hour of 3 o'clock \_\_\_\_\_ P.M. E.S.T.

Rabert Elumstrong  
MAYOR

Bill No. S-79-07-12

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract for Sidewalk Improvement Resolution No. 5829-79,  
between the City of Fort Wayne, Indiana and Hipskind Concrete  
Corporation, Contractor for Oxford Nieghborhood Phase IV and LaRez  
Neighborhood Phase II

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

William T. Hinga  
WILLIAM T. HINGA - CHAIRMAN

Paul M. Burns  
PAUL M. BURNS - VICE CHAIRMAN

Fredrick R. Hunter  
FREDRICK R. HUNTER

Donald J. Schmidt  
DONALD J. SCHMIDT

James S. Stier  
JAMES S. STIER

7-24-79  
CONCURRED IN

DATE 7-24-79 CHARLES W. WESTERMAN, CITY CLERK



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

June 14, 1979

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded Contract for Sidewalk Improvement Resolution No. 5829-79, Oxford Neighborhood Phase IV and LaRez Neighborhood Phase II, in amount of \$115,227.70 to Hipskind Concrete Corp.

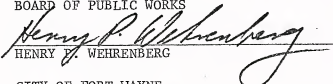
C D & P has requested that contractor begin construction immediately on the above-described project to satisfy neighborhood associations' request.

Therefore, Board of Works respectfully requests "Prior Approval" so that contractor may begin immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

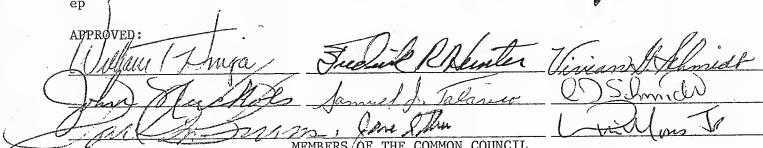
  
HENRY E. WEHRENBURG

CITY OF FORT WAYNE

  
ROBERT E. ARMSTRONG, MAYOR

ep

APPROVED:

  
MEMBERS OF THE COMMON COUNCIL

ATTEST

  
CHARLES W. WESTERMAN, CLERK

## CONTRACT

by and between \_\_\_\_\_

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove. Resolution No. 5829-1979: (Part I) The curb, sidewalk and drainage structures on both sides of Colerick St. and on both sides of Willowood Ave. from Lafayette St. to Warsaw St. and also curb on the north side of Rudisill Blvd. from Monroe St. to Smith St. known as, "Oxford Neighborhood Phase IV".

(Part II) To improve the curb, sidewalk and drainage on both sides of East Creighton Ave. from Warsaw St. to Hanna St. and Buchanan St. from Lafayette St. to Warsaw St. and East Masterson St. from Lafayette St. to Monroe St. known as, "LaRez Neighborhood Phase II".

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXX feet wide

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5829-79 ~~and certain other specifications and conditions~~ attached hereto and by reference made a part hereof.

At the following prices:

Tree Removal	Two hundred dollars and no cents per each	\$ 200.00
Concrete Removal	Four dollars and fifty cents per square yard	4.50
Curb Removal	One dollar and ninety cents per lineal foot	1.90
Concrete Sidewalk 4" Incl. Yardwalks	One dollar and sixty cents per square foot	1.60
Concrete Curbface Walk 4"	One dollar and eighty-five cents per square foot	1.85
Concrete Wingwalk 6" Incl. Ramps	One dollar and ninety cents per square foot	1.90
Concrete Step - 1 Riser	One hundred dollars and no cents per each	100.00
Concrete Private Drive Approach 6"	Seventeen dollars and fifty cents per square yard	17.50
Concrete Alley Approach 8"	Twenty-one dollars and no cents per square yard	21.00
9" Concrete Recessed 2" for Corner Cuts	Twenty dollars and no cents per square yard	20.00
Concrete Curb Type III	Five dollars and fifty-five cents per lineal foot	5.55
Catch Basin Type I-C	One thousand dollars and no cents	

	per each	1,000.00
Adjust Casting to Grade	Thirty dollars and no cents per each	30.00
Borrow	Six dollars and no cents per ton	6.00
Topsoil	Seven dollars and no cents per ton	7.00
Mulched Seed Type U	No dollars and seventy-five cents per square yard	.75
Sodding (Water for 30 days)	Three dollars and twenty-five cents per square yard	3.25
TOTAL	One hundred and fifteen thousand, two hundred and twenty-seven dollars and seventy cents	\$115,227.70

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78, (as amended), concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5829-79 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before Nov. 1, 1979 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19   until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 5th

day of June, 1979

ATTEST:

James M. Hipskind  
Corporate Secretary

HIPSKIND CONCRETE CORPORATION

BY: Patricia D. Hipskind

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Robert E. Armstrong  
Henry P. McWhorter  
Edward H. Dumas  
May G. Scott  
Its Board of Public Works and Mayor.

ATTEST:

Ursula Miller  
Secretary and Clerk

APPROVED AS TO FORM AND LEGALITY.

James B. Brown  
CITY ATTORNEY

# Improvement Resolution

## FOR CURB AND SIDEWALK

No. 5829 - 79

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,  
That it is deemed necessary to improve (Part I) The curb, sidewalk and drainage structures  
on both sides of Colerick Street and on both sides of Wildwood Avenue from Lafayette  
Street to Warsaw Street and also curb on the north side of Rudisill Boulevard from  
Monroe Street to Smith Street known as, "Oxford Neighborhood Phase IV".

(Part II) To improve the curb, sidewalk and drainage  
on both sides of East Creighton Avenue from Warsaw Street to Hanna Street and Buchanan  
Street from Lafayette Street to Warsaw Street and East Masterson Street from Lafayette  
Street to Monroe Street known as, "LaRez Neighborhood Phase II".

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of  
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder  
will be to the general public of the City of Fort Wayne and that no special benefits  
will accrue to any property owner adjoining said improvement or otherwise assessable  
under said improvement. The cost of said improvement shall be paid by C.D. & P.

Adopted, this \_\_\_\_\_ day of \_\_\_\_\_

BOARD OF PUBLIC WORKS: .




SS-SEMI SKILLED

US-UNSKILLED

IF-INDUSTRIAL FUND

PW-PER WEEK

undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY, AND JUNE, 1979.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.60	55¢	1.25			3if
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
BRICKLAYER	S	11.14	45	50		1	4if
CARPENTER (BUILDING)	S	10.89		6¢		8	2if
CARPENTER (HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON	S	9.70	75	80		1	
ELECTRICIAN	S	12.35	50	3¢+40		6	
ELEVATOR CONSTRUCTOR	S	11.63½	89½	69	8¢	6	
GLAZIER	S	10.79		25	40	4	25¢holiday 25¢annuity
IRON WORKER	S	11.80	90	1.20		2	2if
LABORER (BUILDING)	S-SS US	7.70-8.70	70	50		9	
LABORER (HIGHWAY)	S-SS-SS	8.30-9.15	70	70		9	
LABORER (SEWER)	S-SS-SS	7.60-8.40	70	50		9	
LATHER	S	10.94		50		1	2if
MILLWRIGHT & PILEDRIVER	S	11.22		6¢		8	2if
OPERATING ENGINEER (BUILDING)	S-SS US	8.10-11.90	55	65		9	
OPERATING ENGINEER (HIGHWAY)	S-SS-US	8.16-10.87	55	65		8	
OPERATING ENGINEER (SEWER)	S-SS-US	8.59-11.57	75	65		10	
PAINTER	S	9.25-10.25	50	65		12	6misc.
PLASTERER	S	10.08	60	80			
PLUMBER & STEAMFITTER	S	12.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.75-10.80					
ROOFER	S	10.90		10			
SHEETMETAL WORKER	S	12.09	50	60		10	39¢asmd 14if
TEAMSTER (BUILDING)	S-SS US	9.18-10.13	26.00pw	31.00pw			
TEAMSTER (HIGHWAY)	S-SS-US	8.75-9.35½	27.50pw	31.00pw			

If any CLASSIFICATIONS are OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF MAY, 19 79

Walter E. Black  
REPRESENTING GOVERNOR, STATE OF INDIANA

Walter A. Lantz  
REPRESENTING THE AWARDED AGENT.

Frederic M. Rice  
REPRESENTING STATE A.F.L. & C.I.O.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

HIPSKIND CONCRETE CORPORATION

(Name of Contractor)

3322 Reed Street, Fort Wayne, Indiana 46808

(Address)

a CORPORATION, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and TRINITY UNIVERSAL INSURANCE COMPANY  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of One hundred and fifteen thousand, two hundred and twenty-seven dollars and seventy cents (\$115,227.70). for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 5 day of JUNE, 1979, for the construction of:

Resolution No. 5829-1979: (Part I) The curb, sidewalk and drainage structures on both sides of Colerick St. and on both sides of Wildwood Ave. from Lafayette St. to Warsaw St. and also curb on the north side of Rudisill Blvd. from Monroe St. to Smith St., known as, "Oxford Neighborhood Phase IV".

(Part II) To improve the curb, sidewalk and drainage on both sides of East Creighton Ave. from Warsaw St. to Hanna St. and Buchanan St. from Lafayette St. to Warsaw St. and East Masterson St. from Lafayette St. to Monroe St. known as, "LaRez Neighborhood Phase II".

at a cost of One Hundred and Fifteen Thousand, Two Hundred and Twenty-Seven Dollars and Seventy Cents.

(\$ 115,227.70), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in triplicate to counter-  
(number)  
parts, each one of which shall be deemed an original, this 5 day of  
JUNE, 1979.

(SEAL)

ATTEST:

Janice M. Hipskind  
(Principal) Secretary

Butch Livingston Jackson  
Witness as to Principal

3341 Centurion Drive  
(Address)

Fort Wayne, Indiana 46805

Waggs J. Byrne  
Witness as to Surety

3831 Newport Ave.  
(Address)

Ft. Wayne, Ind 46805

HIPSKIND CONCRETE CORPORATION

Principal

BY James D. Hipskind  
President  
(Title)

3322 Reed Street  
Fort Wayne, Indiana 46808  
(Address)

TRINITY UNIVERSAL INSURANCE COMPANY

Surety

BY Ken [Signature]  
Attorney-in-Fact  
(Authorized Agent)

P.O. Box 5028

DALLAS, TEXAS  
(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

# TRINITY UNIVERSAL INSURANCE COMPANY

Dallas, Texas  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as or underlings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney.

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

does hereby nominate, constitute and appoint: Deborah Horn, Oscar C. Mitson, or  
R. Kelly Disser, Jr. - Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all contract bonds provided the penal sum of no one bond exceeds ONE MILLION AND NO/100-----(\$1,000,000.00) Dollars for Hipkind Asphalt Corporation of Fort Wayne, Indiana in connection with contracts entered intered into.

Also bid or proposal bonds provided the amount of the estimated contract is not in excess of ONE MILLION AND NO/100-----(\$1,000,000.00) Dollars for Hipkind Asphalt Corporation of Fort Wayne, Indiana.

No authority is extended for the execution of Open Penalty Bonds or any bonds without a fixed penal summ.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and omply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly

3rd September 75

executed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_

*Judy Fagan*

TRINITY UNIVERSAL INSURANCE COMPANY

By

*E. B. Yates*

Judy Fagan  
Asst. Secretary  
(SEAL)

Title

E. B. Yates

Title

Vice President

State of Texas  
County of Dallas

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 3rd day of September, 19 75

(SEAL)

My commission expires June 1, 1977

*Kim Brennan*

Kim Brennan

Notary Public

I, the undersigned, \_\_\_\_\_ Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this 5

day of June, 19 77

(Seal)



*Judy Fagan*  
Secretary

CERTIFIED COPY OF POWER OF ATTORNEY  
SEE CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS, that we HIPSKIND CONCRETE CORPORATION  
as Principal, and the TRINITY UNIVERSAL INSURANCE COMPANY

\_\_\_\_\_, a corporation organized under the laws of the State of TEXAS, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of ONE HUNDRED FIFTEEN THOUSAND, TWO HUNDRED TWENTY-SEVEN DOLLARS AND SEVENTY CENTS

(\$ 115,227.70), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 5 day of JUNE, 1979,  
enter into a contract with the City of Fort Wayne to construct

Resolution No. 5829-1979: (Part I) The curb, sidewalk and drainage structures on both sides of Colerick St. and on both sides of Wildwood Ave. from Lafayette St. to Warsaw St. and also curb on the north side of Rudisill Blvd. from Monroe St. to Smith St., known as, "Oxford Neighborhood Phase IV".

(Part II) To improve the curb, sidewalk and drainage on both sides of East Creighton Ave. from Warsaw St. to Hanna St. and Buchanan St. from Lafayette St. to Warsaw St. and East Masterson St. from Lafayette St. to Monroe St. known as, "LaRez Neighborhood Phase II".

at a cost of \$ 115,227.70, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HIPSKIND CONCRETE CORPORATION  
(Contractor)

BY: Ramon D. Hipskind

ITS: President

ATTEST:

Janice M. Hipskind  
Secretary  
(Title)

TRINITY UNIVERSAL INSURANCE COMPANY  
Surety

\*BY: [Signature]  
Authorized Agent  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

# TRINITY UNIVERSAL INSURANCE COMPANY

## Dallas, Texas POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

"Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney."

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

does hereby nominate, constitute and appoint:

Deborah Horn, Oscar C. Mitson, or  
R. Kelly Disser, Jr. - Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all contract bonds provided the penal sum of no one bond exceeds ONE MILLION AND NO/100-----(\$1,000,000.00) Dollars for Hipskind Asphalt Corporation of Fort Wayne, Indiana in connection with contracts entered interred into.

Also bid or proposal bonds provided the amount of the estimated contract is not in excess of ONE MILLION AND NO/100-----(\$1,000,000.00) Dollars for Hipskind Asphalt Corporation of Fort Wayne, Indiana.

No authority is extended for the execution of Open Penalty Bonds or any bonds without a fixed penal summ.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly

3rd September 75

executed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_

*Judy Fagan*

Judy Fagan Title  
Asst. Secretary  
(SEAL)

State of Texas  
County of Dallas

TRINITY UNIVERSAL INSURANCE COMPANY

By *E. B. Yates*  
Title Vice President

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 3rd day of September, 19 75

(SEAL)

My commission expires June 1, 1977

*Kim Brennan*

Kim Brennan

Notary Public

I, the undersigned, \_\_\_\_\_ Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this 5 day of June, 19 79.

(Seal)



*Judy Fagan*  
Secretary

CERTIFIED COPY OF POWER OF ATTORNEY  
SEE CERTIFICATION



4538  
TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR SDWK IMP RES. NO. 5829-79, OXFORD PH IV & LAREZ, PH II

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-79-07-12.

SYNOPSIS OF ORDINANCE CONTRACT FOR SIDEWALK IMPROVEMENT RESOLUTION NO. 5829-79, OXFORD, PHASE

IV, AND LAREZ NEIGHBORHOOD PHASE II, IN AMOUNT OF \$115,227.70. HIPSKIND CONCRETE CORPORATION,

CONTRACTOR FOR PROJECT.

(CONTRACT ATTACHED HERETO)

(PRIOR APPROVAL ACQUIRED AND ATTACHED HERETO)

EFFECT OF PASSAGE IMPROVE NEIGHBORHOOD AREAS ABOVE-DESCRIBED

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$115,227.70 FROM C D & P FUNDS

ASSIGNED TO COMMITTEE